

AGREEMENT FOR THE PROVISION OF SERVICES

This agreement (this "Agreement") is made and entered into as of this 10 day of October 2001, by and between Olaf Barthel (hereafter: "Developer"), Gneisenaustrasse 43, D-31275 Lehrte, Germany and HYPERION ENTERTAINMENT VOF (hereafter : "Hyperion"), a Belgian corporation with its administrative seat at Brouwersstr. 1B, B-3000 Leuven, Belgium.

RECITALS

WHEREAS Amiga Inc. has contracted with Hyperion to develop the next release of its Classic Amiga operating system for PPC systems;

WHEREAS Developer has (in his capacity as a contractor for Amiga Technologies GmbH) over a period of 3 years reworked/cleaned up the source-code of Amiga OS 3.1 (including to but not limited to cutting down the number of compilers and assemblers required to produce a complete build, rewriting sections of assembly code into C and integrating the end-result into a CVS);

WHEREAS this effort took approximately 750 hours of work;

WHEREAS Developer was promised compensation for this work by the previous and current Amiga Inc. management which has until now not materialized;

WHEREAS Hyperion's ability to successfully carry out the OS 4 project hinges in part on the availability of the Amiga OS 3.1 source-code in a useable form;

WHEREAS Developer and Hyperion have therefore decided that Hyperion shall over time compensate Developer for the aforementioned work;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Agreement, in addition to capitalized terms defined elsewhere in this agreement, the following defined terms shall have the meanings set forth below:



"Classic Amiga OS" means the operating system owned and developed by Amiga Inc. including but not limited to Amiga OS 3.1, OS 3.5 and OS 3.9 and largely based on the operating system shipped with the Commodore Amiga line of computers sold in the 1980's and early '90's;

"Confidential information" means any business and technical information of a party hereto that is treated as confidential by such party and furnished to the other party, and which includes but is not limited to computer programs, Source code, Object code, algorithms where such information, if in writing, is identified in writing to the other party as confidential prior to or concurrently with the transmission of such information, and, if conveyed orally, is identified orally as confidential prior to or concurrently with the transmission of such information and confirmed in writing within seven (7) days thereafter. Source Code and chip-set documentation is hereby designated as Confidential Information;

"Object Code" means software in a machine readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation or interpretation. Object Code specifically excludes Source Code;

"Source Code" means software when written in a form or language understandable to humans, generally in a higher level computer language, and further including embedded comments in the English language;

"Work" or "the Work" means the work carried out by Developer reworking/cleaning up the source-code of Amiga OS 3.1 (including to but not limited to cutting down the number of compilers and assemblers required to produce a complete build, rewriting sections of assembly code into C and integrating the end-result into a CVS) and specifically excludes the tools required to produce a working build of the Work.

ARTICLE II. OBLIGATIONS OF DEVELOPER

2.01 CVS access. For the duration of the Amiga OS 4.0 project, Developer hereby grants Hyperion and its contractors unrestricted, complete and permanent access to the CVS containing the reworked Amiga OS 3.1 Source-Code for the purpose of developing further updates of the Classic Amiga OS including but not limited to Amiga OS 4.0. Hyperion and its contractors may also store new Source-Code on the CVS. Hyperion may request that the Work and the content of the CVS is made

available to Hyperion on a physical medium of Hyperion's choice once the payment pursuant to article 3.01 hereof has been made in full.

2.02 Ownership. Ownership of the Work is transferred to Hyperion.

ARTICLE III. OBLIGATIONS OF HYPERION

3.01 Compensation. Hyperion shall pay Developer the sum of Twenty Six Thousand (26,000) euro for the Work. Said sum shall be paid gradually and according to a timetable reasonably agreed upon by Developer and Hyperion and tied to the release of further Amiga OS updates. Sixty (60) days upon release of Amiga OS 4.0 Hyperion shall in any event pay Developer Five Thousand (5,000) euro and another Five Thousand euro shall be due to Developer when Five Thousand (5,000) units of Amiga OS 4.0 are sold. All amounts are exclusive of VAT.

3.02 Records and inspection. During the term of this Agreement, Hyperion shall deliver to Developer bi-monthly reports within thirty (30) days after the end of each bi-monthly period setting forth the sales of Amiga OS 4. Hyperion shall maintain or acquire complete and accurate records of sales to permit the determination of the sums payable by Hyperion to Developer. Hyperion shall, upon fourteen (14) days advance written notice by Developer, permit reasonable inspection of such records by Developer or its outside accountants. The finding of errors in such records shall not of itself constitute a material breach of this Agreement. Developer shall bear all of his own costs of such inspection even if he finds errors in Hyperion's records unless the inspection reveals more than a 5% discrepancy in Hyperion's records in which case Developer shall bear the costs of inspection which shall not be unreasonable.

ARTICLE IV. WARRANTIES AND INDEMNIFICATIONS

4.01 Indemnification.

(I) Developer shall indemnify and hold Hyperion harmless from and against all claims, suits, demands, actions, judgments, penalties, damages, costs and expenses (including attorney's fees and costs), losses or liabilities of any kind arising from a claim that the Work infringes a patent, copyright or other intellectual property right of any other person anywhere in the world (except to the extent such infringement or violation is due to Hyperion or due to a third party including but not limited to previous copyright holders of the Amiga OS Source-Code).



(II) Article 4.01 (I) hereof shall not operate to impose a duty of indemnification on Developer with respect to the ownership of any part or component of Amiga OS 3.1 or the ownership of the tools required to produce a build of the Work.

4.02 Notice. Developer shall promptly notify Hyperion of any actions brought or claims asserted against Developer whose outcome may affect the rights granted to Hyperion pursuant to this Agreement.

4.03 Organization and Standing. Hyperion is a corporation duly organized, validly existing and in good standing under the laws of the kingdom of Belgium.

4.04 Power to grant rights. Developer represents and warrants that: (a) he has the right, power and authority to grant the rights granted in this Agreement and fully perform his obligations hereunder; (b) the making and performance of this Agreement by Developer does not and shall not violate any separate agreement, right or obligation existing between Developer and any third party; and (c) there are no outstanding liens, security interests or other encumbrances of any kind whatsoever in or to the Work.

ARTICLE V. CONFIDENTIALITY

(a) Each party may disclose to the other party Confidential Information as may be necessary to further the performance of this Agreement. Each party agrees to treat the other's Confidential Information in the manner prescribed herein.

(b) Developer and Hyperion shall protect the other party's Confidential Information as follows:

(I) Except as specifically provided herein or otherwise permitted by the other party in writing, each party may disclose Confidential Information of the other party only to those employees and agents required to have knowledge of same to perform their duties pursuant to this Agreement. Each party shall require each such employee or agent to enter into a written non-disclosure agreement containing provisions substantially consistent with the terms hereof prior to the disclosure of Confidential Information to such employee or agent. Each party shall treat the Confidential Information of the other party with the same degree of care as it protects its own Confidential Information, and in no event less than a reasonable degree of care.

(II) Except as may specifically be permitted herein, upon the termination of this Agreement, each party shall return to the other, or, if so requested, destroy all

Confidential Information of the other party in its possession or control, except such Confidential Information as may be reasonably necessary to exercise the rights that survive the termination of this Agreement.

(c) The foregoing obligations of confidentiality shall not apply with respect to either party's Confidential Information to the extent that it:

(I) is within or later falls within the public domain through no fault of the party receiving the Confidential Information; or

(II) is, or becomes, available to the receiving party from third parties, who, in making such disclosure, have breached no written confidentiality agreement; or

(III) is previously known by the receiving party;

(IV) is independently developed by or for the receiving party without use of the Confidential Information.

(d) In the event any party receives a request to disclose any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or a governmental body, such party shall (I) immediately notify the party that furnished such Confidential Information of the existence, terms and circumstances surrounding such request, (II) consult with such party on the advisability of taking legally available steps to resist or narrow such request, and (III) exercise reasonable best efforts, at the expense of the party producing such Confidential Information, to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information as may be disclosed.

ARTICLE VI. TERM; TERMINATION

6.01 **Term.** This Agreement shall continue indefinitely, unless terminated as provided herein.

6.02 **Termination for Material Breach.** Either party may, at its option, terminate this Agreement in the event of a material breach by the other party. Such termination may be effected only through a written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches and this Agreement shall terminate in the event that such a cure is not made by the end of said period. The claim of material breach justifying termination

shall be limited to the specific breached set forth in the above written notice as explained, supported and negated by evidence.

6.03 Bankruptcy. If either party files a petition in bankruptcy for liquidation, or ceases doing business in the ordinary course, then the other party shall have the right to terminate this Agreement upon thirty (30) days written notice.

6.04 Consequences of Termination. Upon termination of this Agreement due to a Material Breach on the part of Hyperion ownership of the Work reverts back to Developer. Articles IV, V, VI and VII shall survive the termination of this Agreement.

ARTICLE VII. MISCELLANEOUS

7.01 Entire Agreement. This Agreement collectively sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof, and neither of the parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

7.02 Independent Contractors. In making and performing this Agreement, Developer and Hyperion act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between Developer and Hyperion. At no time shall either party make commitments or incur any charges or expenses for or in the name of the other party.

7.03 Amendments; Modifications. No amendment, modification or attempt to supersede or cancel any of the terms, covenants, representations, warranties or conditions hereof shall be effective unless such amendment, modification or direction to supersede or cancel such term, covenant, representation, warranty or condition is executed in writing by Developer and Hyperion or, in the case of a waiver, by or on behalf of the party waiving compliance. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

7.04 Severability. The provisions of this Agreement shall be severable, and if any of them are held invalid or unenforceable for any reason, such provision shall be adjusted to the minimum extent necessary to cure such invalidity. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not affect any other provisions of this Agreement.

7.05 Waivers. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach.

7.06 Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of Belgium without regard to conflicts of laws principles.

7.07 Forum. The exclusive jurisdiction and venue of any lawsuit between the parties arising under this Agreement or out of transactions contemplated hereby shall be the Court of First Instance in Leuven, Belgium and each of the parties hereby submits itself to the exclusive jurisdiction and venue of said court for the purposes of such lawsuit.

7.08 Counterparts. This Agreement may be executed in any number of counterparts but at least one for each party, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

7.09 Signatures by Facsimile. Any facsimile signature of any party hereto shall constitute a legal, valid and binding execution hereof by such party.

7.10 Construction. This Agreement is the product of joint draftmanship and shall not be construed against one party more strictly than against the other.

7.11 Effect. The Agreement shall be binding upon and inure to the benefit of each party hereto, and their successors and assigns.

7.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have executed this Agreement.

FOR DEVELOPER

BY: Oleg Barthel

NAME (PRINTED) OLEG BARTHEL

TITLE

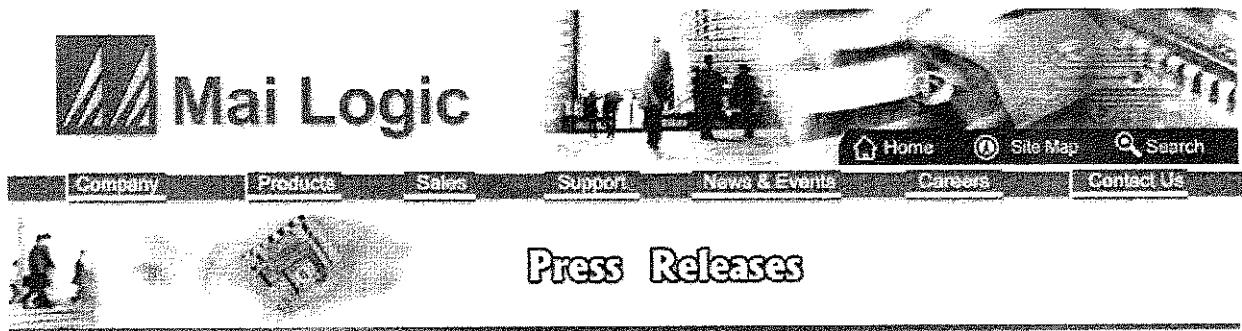
FOR HYPERION ENTERTAINMENT VOF

BY: BEN HERMANS

NAME (PRINTED) BEN HERMANS

TITLE Managing partner

Mai Logic Press Release July 9, 2002

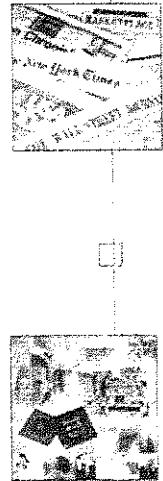
<http://amigahistory.co.uk/press/maiuly9th2002.htm>

Mai Logic Incorporated And Eyetech Group Limited Partner to Capture New Amiga Territory

FREMONT, CA, July 9, 2002. Mai Logic Incorporated, a technology design house of integrated circuits/systems, today announced an agreement with Eyetech Group Ltd. to distribute the Teron CX and PX development systems in Europe, and to distribute production systems based on the Teron CX and PX designs to the Amiga market worldwide. Terms of the agreement emphasized both companies' long-term commitment to foster an unshakeable partnership and to create a bright future for the Amiga customers and partners.

Eyetech in the Amiga Market

Since it was first conceived in 1985, the same vision that made the Amiga famous for multimedia development and delivery in studios, cable stations and with system developers and users, still gives the Amiga brand a high profile amongst multimedia developers and carries with it a highly skilled, vociferous and loyal user base. Thanks to a vast community of developers dedicated to using and updating Amiga's small footprint, high performance operating system, coupled with the advanced PPC technology enabled by MAI's Articia chipset series, the Amiga is once more perfectly positioned to become the most cost-effective delivery platform for 3D and graphic applications for the current decade and beyond.



"Eyetech has established itself as one of the leading providers of Amiga hardware and software Worldwide," said Alan M. Redhouse, Managing Director of Eyetech Group. "The high efficiency and mature, designed-in, multitasking capabilities of the Amiga OS means the new AmigaOne based on the Teron CX/PX's hardware architecture will deliver new levels of user responsiveness far greater than that of equivalently priced Wintel or Macintosh computers."

"We view the partnership with Mai Logic as an excellent example of a win-win relationship whereby both parties can combine their individual areas of expertise and collectively create a better product with optimal performance," added Alan.

Mai Logic's Platform Capabilities

Teron is the first and the only system that offers AGP support to Power PC processors. Its outstanding multimedia features make it a complete, turnkey package for gaming, presentation, and the entertainment industry as a whole.

The advanced Teron PX comes with a 300-pin MegArray connector, which provides extremely easy configuration to a range of development platforms driven by single- or dual- PowerPC microprocessor cards. Jason Hou, CEO of Mai Logic stated, "We are pulling together our high

Mai Logic Press Release July 9, 2002

<http://amigahistory.co.uk/press/maiuly9th2002.htm>

performance Teron PX with Eyetech Group's renowned technology in hardware and software solutions focused on the Amiga."

Mai Logic strengthens the ideal environment provided by Teron for system development by working with its software partners such as GDA Technologies, Inc. on Boot code development, ITC Infotech (USA), Inc. on Windows drivers design, and DATEC Software Solutions on multiple OS. This combination of technologies will allow developers to push the envelop in adding to Amiga's repertoire and advancing an operating system that once was years ahead of its competition. "With the vertical total system technologies in place, Mai Logic is in a position to undertake and execute complex turnkey development in the areas of ASIC, Board, Firmware, Real-Time Embedded systems and Systems applications," said Jason.

About Eyetech Group Limited

Headquartered in Stokesley, UK, Eyetech Group has been chosen by Amiga Inc as the developer and producer of the next generation of Amiga hardware to run the new, PPC-native, Amiga operating system OS4. As well as delivering and supporting systems for developers and end users Eyetech has pioneered the use of low cost, high reliability, high performance Amiga technology for use in industrial and multimedia delivery systems.

For more information about Eyetech, visit <http://www.eyetech.co.uk/>.

Mai Logic Incorporated, A Technology Power House

With 30 invention patents granted, 100 more pending in the fields of IC design, security, and system engineering, Mai Logic proves itself again and again to be a technology power house. Mai Logic's innovations include: Intelligent Memory (iMemory), which enables the industry's first to run in-field DRAM fault detection and real-time fault recovery without the need of a system reboot; Control Pipeline allowing flexible timing on various system clocks and low power consumption; Genetic Computing for high-level security and privacy; and Floating Buffer to achieve a true concurrent system.

Mai Logic is a total solution IC system design house devoted to customer satisfaction.

To learn more about Mai Logic, please visit <http://www.mai.com/>.

Articia and Genetic Computing are registered trademarks or trademarks of Mai Logic Incorporated.

All other names mentioned are trademarks, registered trademarks or service marks of their respective companies.

Mai Logic Contact:

Pam Han

Marketing Manager

510-656-0100 ext. 689

pamh@mai.com

Eyetech Group Contact:

Alan M Redhouse

CEO, Eyetech Group Ltd

+44 1642 713 185

Nov. 2, 2002 - Eyetech AmigaOne Earlybird Systems On Sale!

<http://web.archive.org/web/20030805045551/www.amiga.com/corp/>

AMIGA
so the world may know

AmigaOneG3-SE and AmigaOne-XE Earlybird Systems now on sale!

November 2, 2002 - Eyetech

We're there at last. Since the last update to the AmigaOne section of the Eyetech website last March we have had AmigaOne boards out with developers, and as a result of their feedback, the original firmware which we were to have shipped with the board (by Softex) has been replaced by specially adopted PPCBoot code. That, and identifying and fixing a minor problem with the Articia southbridge chip have resulted in us holding back shipments of the consumer version of the AmigaOneG3-SE until now.

Meanwhile work has continued on the AmigaOne-XE - with the replaceable cpu modules - and the price of G4 cpu's has fallen a bit, as we had all hoped. That means we are now able to take orders for both the 600MHz G3-based AmigaOneG3-SE, and the 800MHz G4-based AmigaOne-XE, starting now, and for delivery before Christmas. A 700MHz G3 (750FX cpu) version of the AmigaOne-XE will be made available - at reduced cost - early in 2003.

But what about OS4 I hear you say - is that now ready? OS4 is now highly advanced, but no, is not currently ready for shipping, largely because Hyperion have had to divert a considerable amount of their time and effort in sorting out the AmigaOne's PPCBoot firmware. In my view, OS4 for the AmigaOne will ship early in 2003. So - and in response to much user and dealer demand - we are going to ship the AmigaOneG3-SE and -XL (both boards and pre-built systems) with a LinuxPPC and UAE installation. And - the best of all - those of you ordering an AmigaOne up to December 31st will be sent a free copy of OS4 as soon as it becomes available. That alone represents a saving of around 10% on an AmigaOneG3-SE system.

This of course will not suit everybody, and if you want a switch-on-and-go AmigaOne system then this Earlybird offer is not for you. In this case I'm afraid that you have a few more weeks to wait. However if it does suit you then don't delay - the offer closes on 31st December 2003 or when OS4 becomes available, whichever comes first.

As for prices, these have been revised to reflect currency movements since last March, particularly the weakness of the US dollar. Your local dealer will have the local currency prices for the AmigaOne outside the UK and Eurozone. However the suggested prices in Europe - in UKP and Euro's - are as follows:

Board	UKP	Euro
AmigaOneG3-SE G3 750CXe @ 600MHz	360.00	580.00
AmigaOne-XL G4 7451@700MHz	450.00	725.00
AmigaOne-XL G4 7451@800MHz	500.00	800.00

*These prices exclude local taxes, shipping and (apart from the Earlybird offer) OS4.

As far as complete systems are concerned, your local dealer will be able to provide quotations for standard and custom built configurations. Sample prices and configurations for systems which we ourselves offer in the UK are on the [Eyetech Website](#).

Below is a table listing the comparative features of the AmigaOneG3-SE and the two versions of the AmigaOne-XE

Item	AmigaOneG3-SE	AmigaOne-XL (G3)	AmigaOne-XL (G4)
CPU	750CXe	750FX	7,451
CPU speed	600MHz	700MHz	800MHz

Nov. 2, 2002 - Eyetech AmigaOne Earlybird Systems On Sale!

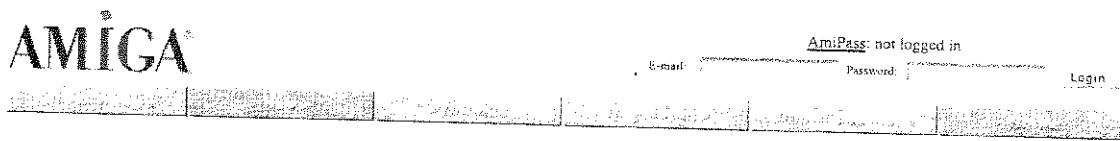
<http://web.archive.org/web/20030805045551/www.amiga.com/corpo>

CPU upgradable	No	yes	Yes
CPU socket	No	Yes	Yes
Max memory	2GB	2GB	2GB
Memory Type	DIMM Registered 233	DIMM Registered 233	DIMM Registered 233
Northbridge	Articia 'S' with fix	Articia 'S' with fix	Articia 'S' with fix
Southbridge	VIA 82C686B	VIA 82C686B	VIA 82C686B
PCI 33 MHz	4 Slots	4 Slots	4 Slots
PCI 66MHz	1 Slot	1 Slot	1 Slot
AGP Speed	2x	2x	2x
Ethernet chip	3COM 820C	3COM 820C	3COM 820C
USB Ports	2 back plate+2headers	2 back plate+2headers	2 back plate+2headers
PS2 ports	Keyboard + mouse	Keyboard + mouse	Keyboard + mouse
Serial ports	2 x 16650 equiv.	2 x 16650 equiv.	2 x 16650 equiv.
Parallel port	1 x EPP/ECP	1 x EPP/ECP	1 x EPP/ECP
IRDA port	On header	On header	On header
Firmware	PPCBoot + OS4 enabler	PPCBoot + OS4 enabler	PPCBoot + OS4 enabler
O/S capability	LinuxPPC + OS4	LinuxPPC + OS4	LinuxPPC + OS4


[Corporate](#) |
 [Support](#) |
 [News](#) |
 [Events](#) |
 [Products](#) |
 [Search](#)


© 1996-2002 Amiga, Inc.
webmaster@amiga.com | [Site Map](#)

Amiga, Inc.

<http://www.amiga.com/about/history/?t=os>

COMPUTING JUST GOT SIMPLER.

The AmigaOS has been characterized as "the best operating system ever developed".

The "Amiga Operating System" originally targeted the desktop computing market. It was built around tightly integrated hardware and software. The hardware was originally based on proprietary chips running the Motorola 68000 series of processors. The AmigaOS was designed from its inception as a true multi-threaded, multi-tasking, multi-media operating system. This combination of hardware and software produced a very fast, powerful and easy to use computing platform. Over 6 million Amiga computers were sold.

The Amiga platform was readily adopted by the television, motion picture and video game development communities.

► AMIGA OPERATING SYSTEM

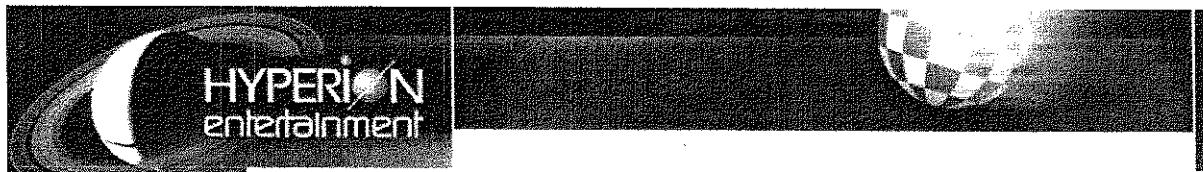
This system was the enabler for the birth of Newtek's Video Toaster -- the first real-time video editing system. AmigaOS was also the first commercially available operating system to implement pre-emptive multitasking.

Over the years the computing industry moved from proprietary hardware to pluggable components. Stability and security became critical concerns for all operating systems. Support for 3D and easy access to and through the Internet drove development. Amiga responded to these market changes by releasing OS 3.1, 3.5 and 3.9.

In 2001, Amiga, Inc. entered into a license for the development of AmigaOS 4.0 with AmigaOne™ Partners, collectively Hyperion VOF and Eyetech Group Ltd. The license agreement was terminated on December 20, 2006.

For information on licensing, or sales of any Amiga Operating System, please use our [Contact form](#).

Copyright © Amiga, Inc. All rights reserved. | webmaster@amiga.com

*Not logged in*

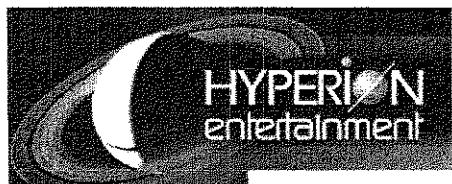
Username:

Password:

lost password?

new user?

impressum



First AmigaOS 4.0 Pre-Release update available

Not logged in

Leuven, Belgium - October 10th, 2004

Username: [REDACTED]
Password: [REDACTED]

Due to the extent and scope of the improvements incorporated into the update, it comes in the form of a full ISO image (33 MB) which needs to be burned on CD-R(W) by the user and is intended to replace the original Amiga OS 4.0 Developer Pre-release CD for installation and rescue purposes.

lost password? new user? impressum

Please note that the file as well as the resulting CD is for personal use only and may not be distributed in any form to third parties.

News Registered users may also opt to order a new full CD which also contains the updated SDK and contribution section (details and terms to be announced shortly).

2007
2006
2005
2004
2003
2002

Among the new features are:

- Kernel-Level Altivec support.
- Much improved compatibility/speed of 68k emulation (JIT not included yet)
- Improved 68k FPU emulation
- Fully PowerPC-native Picasso96/graphics system
- Fully PowerPC-native MUI
- USB support for input devices
- Support for onboard serial and parallel hardware
- Driver support for the SiI0680 IDE adaptor (including UDMA support)
- Improved PIO mode VIA driver
- Improved Internet capabilities and better ethernet support.
- Printing support
- Improved audio hardware support, including new drivers.
- Comprehensive bug fixes, speed improvements, added features and functionality across all system components.
- and much more...